

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

JOYCE SNEAD and CRYSTAL WILKINS, as
Temporary Administrator of the Estate of
GEORGIANNA WILKINS,

Plaintiffs,

- against -

PRATT TOWERS, INC., and NEW YORK CITY
DEPARTMENT OF HOUSING PRESERVATION AND
DEVELOPMENT,

Defendants.

**STIPULATION OF
SETTLEMENT AND ORDER
OF DISCONTINUANCE**

Civil Action No. 21-CV-00700
(NGG)(JRC)

WHEREAS, Plaintiffs, Joyce Snead and Georgianna Wilkins commenced this action by filing a summons and complaint on or about February 16, 2021 alleging that the Defendants violated the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Fair Housing Act, based on the alleged failure of Defendants to provide Plaintiffs with a reasonable accommodation; and

WHEREAS, Defendants Pratt Towers, Inc. and the New York City Department of Housing Preservation and Development (“HPD”) denied any and all liability arising out of Plaintiffs’ allegations; and

WHEREAS, Plaintiff Joyce Snead picked up keys to a two bedroom apartment at a property owned by Pratt Towers, Inc. on or about August 6, 2021; and

WHEREAS, co-Plaintiff Georgianna Wilkins passed away on August 7, 2021; and

WHEREAS, Plaintiff Joyce Snead moved into the above-referenced two bedroom apartment on or about November 7, 2021; and

WHEREAS, Crystal Wilkins was duly appointed the Temporary Administrator of the Estate of Georgianna Wilkins and was duly issued Letters of Temporary Administration by Kings County Surrogate's Court dated February 18, 2022; and

WHEREAS, Crystal Wilkins filed a motion for substitution with this Court on March 11, 2022, pursuant to Fed. R. Civ. P. 25, for an Order substituting her, in her fiduciary capacity as the Court-appointed Temporary Administrator of the Estate of Georgianna Wilkins, for co-Plaintiff Georgianna Wilkins, who is deceased; and

WHEREAS, the Court issued an Order on March 14, 2022 granting the above-referenced motion for substitution whereby Crystal Wilkins as the Temporary Administrator of the Estate of Georgianna Wilkins was substituted as a co-Plaintiff in place of Georgianna Wilkins in this action; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation without further proceedings and without admitting any fault or liability; and

WHEREAS, the parties have authorized their respective counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned counsel for the parties, as follows:

1. The above-referenced action is hereby discontinued against all Defendants, with prejudice, and without costs, expenses, or attorneys' fees, except as specified in paragraphs "2" and "3" below.

2. In consideration for Plaintiffs signing a Release and complying with its terms, Defendants agree to pay the total gross sum of twenty-three thousand and five hundred

dollars (\$23,500.00) in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees, to be paid as follows:

(i) Defendant HPD hereby agrees to pay Plaintiffs eleven thousand seven hundred fifty dollars (\$11,750) in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees by check made payable to Meenan & Associates, LLC, as attorneys for Plaintiffs, and;

(ii) Defendant Pratt Towers, Inc. hereby agrees to pay Plaintiffs eleven thousand seven hundred fifty dollars (\$11,750) in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees by check made payable to Meenan & Associates, LLC as attorneys for Plaintiffs; and

(iii) The above-referenced checks shall be mailed to the attention of Shelley Ann Quilty-Lake, Esq., at Meenan & Associates, LLC, 299 Broadway, Suite 1310, New York, New York 10007.

3. In consideration for the payments described in paragraph "2" and subject to the terms and conditions set forth herein, Plaintiffs agree to the discontinuance, with prejudice, of all the claims against the Defendants and to release Defendants HPD and Pratt Towers, Inc., their successors or assigns, and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel and Pratt Towers, Inc., from any and all liability, claims, or rights of action, which were or could have been alleged by Plaintiffs in this action arising out of the events alleged in the complaint, including all claims for attorneys' fees, expenses and costs.

4. Plaintiffs shall execute and serve on Defendant HPD's attorney, Jasmine Paul, by delivering (either by personal service or certified mail) to the New York City Law

Department, 100 Church Street, Room 5-182, New York, New York 10007, Attn: Jasmine Paul and also electronically delivering (by electronic mail) to jnau@law.nyc.gov, and Defendant Pratt Towers, Inc.'s attorneys, Fran Lawless, Esq. and Rosalie Valentino, Esq., by delivering (either by personal service or certified mail) to the law firm of Kagan Lubic Lepper Finkelstein & Gold, LLP located at 200 Madison Avenue, 24th Floor, New York, New York 10016 attn: Fran Lawless, Esq. and Rosalie Valentino, Esq. and also electronically delivering (by electronic mail) to rvalentino@kll-law.com and flawless@kll-law.com all documents necessary to effectuate this settlement including, without limitation, General Releases based on the terms of paragraph "3" above, in the form attached hereto as Exhibit "A," and an Affidavit of Status of Lien, in the form annexed hereto as Exhibit "B", and both sets of documents will be executed by Plaintiffs. Plaintiff's counsel will provide an executed IRS Form W-9 to Defendants' attorneys to enable Defendants to fulfill their reporting requirements to the IRS.

5. Payment of the amount specified in paragraph "2(i)" is conditioned upon delivery of all documents reasonably necessary to effectuate this Stipulation as described in paragraph "4" above. Defendant HPD, through the City of New York, will issue payment to the counsel for the Plaintiffs within ninety (90) days of receipt of the documents described in paragraphs "4" above.

6. Defendant Pratt Towers, Inc. through its insurance carrier, will issue payment of the amount specified in paragraph "2(ii)" to the counsel for the Plaintiffs within ninety (90) days of receipt of the documents described in paragraph "4" above.

7. Nothing shall bar any action by any of the parties to enforce or effectuate the terms of this Stipulation.

8. Nothing contained herein shall be deemed to be an admission by Defendants that they have in any manner or way violated either Plaintiffs' rights or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules, or regulations of the United States, the State of New York, the City of New York, or any other rule, regulation, or bylaw of any department or subdivision of the City of New York. Nothing contained herein shall be deemed to constitute a policy or practice of Pratt Towers, Inc., HPD, the City of New York, or any agency thereof.

9. This Stipulation shall not be admissible in, nor is it related to, any other litigation, proceeding, or settlement negotiation, except as may be necessary to enforce its terms.


10. This Stipulation contains all of the terms and conditions agreed upon by the parties, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation, regarding the subject matter of the instant action shall be deemed to exist, to bind the parties hereto, or to vary the terms and conditions contained herein.

11. This Stipulation may be executed in counterparts, and, whether or not it is executed in counterparts, a signature received by facsimile or electronic mail shall have the same force and effect as an original signature.

12. The parties agree to the jurisdiction of this Court to resolve any dispute related to the enforcement of or breach of this Stipulation.

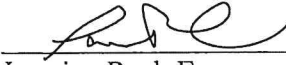
Dated: New York, New York
May 6, 2022

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Shelley Ann Quilty-Lake, Esq.

Dated: New York, New York
May 06, 2022

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May 8, 2022

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So Ordered: